

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: LAW, Debbie

Application No./Patent No.: 10/741,657 / 7,276,372 Filed/Issue Date: Dec. 19, 2003 / Oct. 02, 2007

Entitled: ANTIBODIES AGAINST GPR64 AND USES THEREOF

Facet Biotech Corporation, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_%)

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose name is supplied below) is authorized to act on behalf of the assignee.

Francis Sarena

Signature

Printed or Typed Name

Vice President, General Counsel and Secretary, Facet Biotech Corporation

Title

24 Feb 2009

Date

(650) 454-1000

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of February 10, 2009 by PDL BioPharma, Inc., a Delaware corporation ("Assignor") and Facet Biotech Corporation, a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Separation and Distribution Agreement (the "Separation Agreement"), dated as of December 17, 2008, pursuant to which, among other things, Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to certain patents and patent applications, including those set forth on Exhibit A.

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Separation Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Separation Agreement:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys unto Assignee, all of its right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said application for patents or similar forms of protection of the United States of America, and all other applications for patents on said inventions and discoveries in whatsoever countries as set forth in Exhibit A, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all patents, reissues and extensions of patents or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said patents.
2. Cooperation. Assignor hereby covenants and agrees to reasonably cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary by Assignee and agreed to by Assignor, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the patents and patent applications; (c) for filing and prosecuting applications for re-issuance of any of the patents and patent applications; (d) for interference or other priority proceedings involving the patents and patent applications; and (e) for legal proceedings involving the patents and patent applications for infringement actions and court actions.
3. Separation Agreement Controls. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Separation Agreement. In the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms hereof, the terms of the Separation Agreement shall govern.
4. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee and its successors and assigns any remedy or claim under or by reason of this Assignment.
5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.

6. Governing Law. This Assignment shall be deemed to have been made in, and shall be governed by and construed pursuant to the laws of California and the United States without regard to any conflicts of laws provisions that would require the application of the laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee.

ASSIGNOR:

**PDL BioPharma, Inc.,**  
a Delaware corporation



By: \_\_\_\_\_  
Name: Christopher L. Stone  
Title: Vice President, General Counsel and Secretary

Acknowledged and agreed:

ASSIGNEE:

**Facet Biotech Corporation,**  
A Delaware Corporation



By: \_\_\_\_\_  
Name: Francis Sarena  
Title: Vice President, General Counsel, and Secretary

EXHIBIT A

ASSIGNED PATENTS

INVENTION PATENTS AND APPLICATIONS

TITLE:	INVENTOR(S):	SERIAL / PATENT NO:	APPLICATION / ISSUE DATE:
USE OF ANTI-alpha5beta1 ANTIBODIES TO INHIBIT CANCER CELL PROLIFERATION	Ramakrishnan et al.	11/090,331	Mar-24-2005
ANTIBODIES AGAINST GPR64 AND USES THEREOF	Law et al.	10/741,657 / 7,276,372	Dec-19-2003 / Oct-02-2007
ANTIBODIES AGAINST GPR64 AND USES THEREOF	Law et al.	11/852,155	Sep-07-2007
ANTIBODIES AGAINST GPR64 AND USES THEREOF	Law et al.	12/203,868	Sep-03-2008
METHODS OF PRODUCTION, EVALUATION AND USE IN TREATMENT OF HUMANIZED ANTIBODIES THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	60/429,743	Nov-26-2002
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	10/724,274 7,276,589	Nov-26-2003 / Oct-02-2007
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	10/830,956 / 7,285,268	Apr-23-2004 / Oct-23-2007
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	11/840,854	Aug-17-2007
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	11/840,863	Aug-17-2007

EXHIBIT A (continued)

TITLE:	INVENTOR(S):	SERIAL / PATENT NO:	APPLICATION / ISSUE DATE:
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	11/840,871	Aug-17-2007
CHIMERIC AND HUMANIZED ANTIBODIES TO alpha5beta1 INTEGRIN THAT MODULATE ANGIOGENESIS	Ramakrishnan et al.	11/852,147	Sep-07-2007
METHODS OF PRODUCTION AND USE OF ANTI-INTEGRIN ANTIBODIES FOR THE CONTROL OF TISSUE GRANULATION	Johnson et al.	10/818,068	Apr-02-2004
USE OF ANTI-INTEGRIN ANTIBODIES FOR REDUCING SCAR TISSUE FORMATION	Johnson et al.	12/234,477	Sep-19-2008
PHARMACEUTICAL COMBINATIONS	Ramakrishnan et al.	60/952,328	Jul-27-2007
PHARMACEUTICAL COMBINATIONS	Ramakrishnan et al.	12/181,201	Jul-28-2008
PHARMACEUTICAL COMBINATIONS	Ramakrishnan et al.	PCT/US2008/071379	July-28-2008
STABLE LIQUID AND LYOPHILIZED FORMULATION OF PROTEINS	Kaisheva et al.	60/583,127	Jun-25-2004
STABLE LIQUID AND LYOPHILIZED FORMULATION OF PROTEINS	Kaisheva et al.	11/166,906	Jun-24-2005